



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/ooAM/HMF/2025/0749**

Property : **19 Ballance Road, London E9 5ST**

Applicant : **Ms Shanna Rachel Kingston**

Representative : **James Cairns
Justice for Tenants**

Respondent : **Ms Nicola Ursula Jane Coa**

Representative : **n/a**

Type of application : **Application for a Rent Repayment Order
by Tenant under ss 40-49 Housing and
Planning Act 2016**

**Tribunal
member(s)** : **Judge Bandler
Ms L Crane, CEnvH MCIEH**

Venue : **10 Alfred Place, London WC1E 7LR**

**Date of remote
hearing** : **28 November 2025**

Date of decision : **9 December 2025**

DECISION

Decision of the tribunal

- (1) The Respondent shall pay to the Applicant a Rent Repayment Order in the sum of £6,209.40. This sum to be paid within 28 days of this order.**

- (2) The Respondent is further ordered to repay the Applicant the sum of £337 for the fees paid to this tribunal in relation to this application within 28 days of this order.**

The relevant legislative provisions are set out in an Appendix to this decision.

Reasons for the tribunal's decision

Background

1. By an application received by the Tribunal on 28 March 2025, Shanna Rachel Kingston (“the applicant”) applied for a Rent Repayment Order (“RRO”) in respect of rent paid to Nichola Ursula Jane Coa (“the respondent”) from 10 May 2023 until 10 April 2024 in the sum of £9,340.00
2. The applicant alleges that the respondent committed the offence of being in control and managing a House in Multiple Occupation in breach of the Mandatory Licencing requirements managed by the London Borough of Hackney (“the Council”). The offence relates to 19 Ballance Road, London E9 5ST (“the property”) which required the property to be licenced by the Council under the Mandatory Licensing scheme.
3. It is alleged that the property met all the criteria to be licensed under the mandatory scheme as a House in Multiple Occupation (“HMO”) under s.254 of the Housing Act 2004 and not being subject to any statutory exemption.
4. The property is a 5-bedroom terraced house across 3 floors with a shared kitchen and bathroom with an additional WC located on the landing. The property was originally a 4 roomed property, housing 4 tenants. The garage that is integral to the property was converted into the 5th bedroom, and it is that bedroom that was occupied by the applicant.
5. A Mandatory Licence is required for all houses or flats occupied by at least 5 persons living in two or more separate households occupying the property as their main residence.
6. The respondent does not deny that the property required a licence during the period of claim but in an email in October 2025 to the Tribunal, the respondent asks that any award be made in a sum less than 85% on various grounds including: being a carer for her disabled mother, being a single parent to a 12 year old child, having kept the property in accordance with all the requirements of an HMO, albeit not having had a licence. No evidence was provided by the respondent to support her assertion.
7. The applicant entered into an Assured Shorthold Tenancy agreement (“AST”) with the respondent landlord for an initial fixed term period of six months at a monthly rent of £850. The applicant’s named guarantor on the agreement is her brother, Matthew Kingston who paid the deposit of £850 and the monthly rent direct from his bank account to the respondent’s agent, Jason Brown.
8. The Council confirmed in writing that the property had no licence during the relevant period. They also confirm that in 2019 the respondent

commenced an application for an Additional Licence, but did not complete the application. At that time with 4 people occupying the property, it would have required an Additional Licence. They confirm also that in October 2024 the respondent commenced an application for a mandatory licence but that does not appear to have been completed.

9. The applicant alleges that the property did not comply with fire safety regulations, was subject to disrepair, and she complained that she was subject to aggressive messaging from the agent.

10. Directions were issued by the Tribunal on 26 June 2025.

Preliminary issues:

Late evidence from the respondent:

11. On 23 October 2025 the respondent sent an email comprising submissions as to what appear to be mitigation; on 15 November 2025 she submitted a screenshot suggesting that she had applied for a mandatory licence for an HMO at the property. None of these documents were accompanied by a Form Order 1, and no application for relief from sanction has been received by the Tribunal since those dates.

12. On 27 November 2025 the applicant's representative received an email from the respondent to advise that she would not be attending the hearing because her mother had died on 22 November 2025. That email was brought to the Tribunal's notice by the applicant's representative as it had not been sent to the Tribunal. No application for an adjournment was sought in that email.

13. In the applicant's submissions, Mr Cairns asked that the matter proceed today for the following reasons: although there was a valid reason for the respondent not attending the hearing, given her bereavement, she had not requested an adjournment either in the email or in the proper format. Given the respondent's failure to comply at all with the Tribunal's Directions, it was difficult to see, in the absence of any application how that would either be fair to the applicant, or assist the respondent.

14. The Tribunal having considered the submissions, and the reason for the respondent's non-attendance, determined that there was no application by the respondent to adjourn either informally or formally. Given the respondent's failure to comply with Directions, the Tribunal determined that an adjournment would not be in the interests of justice, particularly as the applicant was in attendance by video from New Zealand, with her representative in the UK, and the time had been allocated by the Tribunal for the hearing today. For all those reasons the Tribunal will not adjourn the hearing which will proceed in the respondent's absence.

15. However, her late evidence in the form of an email about her circumstances and a screen shot of an application for a licence is admitted as it does not prejudice the applicant.

Late evidence from the applicant:

16. On 26 November 2025 the applicant's representative made an application on Order Form 1 for permission to rely on late evidence. That evidence was obtained further to receipt of the screenshot from the respondent which appeared to assert that an application for a licence had been made. Further to receipt of that screenshot the representative had obtained information from the Council that he considered was important for the Tribunal. An email from property.licensing@hackney.gov.uk, regarding the property, on 26/11/2025 at 12:17 stated that

“A full Mandatory HMO licence application was submitted to Private Sector Housing on October 9, 2024. The applicant had previously started an Additional HMO licence application for the property on October 28, 2019, but this application was never submitted.

The only application submitted and received by the London Borough of Hackney was for a Mandatory HMO on October 9, 2024. At this stage, the application is not considered complete or submitted.

Please note that our system only allows us to view the information provided, and we are not able to make any decisions, such as rejecting or granting applications, until they are submitted.

Regarding enforcement activity, a compliance officer issued the landlord an initial 'Failure to Licence Mandatory HMO Warning letter' on September 6, 2025, following an unannounced visit on August 30, 2024. During this visit, the officer confirmed there were five people forming more than three households sharing amenities residing in the property. The landlord received the letter and confirmed their intention to license the property as soon as possible.

The licence application has yet to be fully processed and issued”

17. Having considered the application, and heard oral submissions from the applicant's representative, the Tribunal determined that the application was made correctly on Form 1, promptly upon receipt of the evidence from the local authority, and determined that it was useful information giving clarity further to the submission of the respondent's submission of a screenshot. The Tribunal determines that it is in the interest of justice to allow the late admission of this evidence.

Whether the applicant can claim a RRO given the payment of rent by her guarantor

18. There is no UT decision on this issue, however, this has been fully considered in previous FTT decisions which were provided by the representative to the Tribunal:

- (i) Student Castle Oxford case, CAM/38UC/HMK/2021/0002 & Others (11 August 2022) paragraphs [38]-[48]
- (ii) LON/ooAG/HMF/2024/0101 (29 April 2025) paragraph [49]

19. The Tribunal adopts the reasoning in these decisions, and finds that the payment of rent by the Guarantor on behalf of the applicant satisfies the statutory provisions in relation to a RRO set out in detail in paragraph [48] of the Student Castle Oxford Case.

The Hearing

20. The Tribunal did not inspect the property as it considered the documentation and information before it in the trial bundles provided sufficient information.

21. This was a remote hearing conducted by video. An applicant bundle of [263] pages was provided. The only evidence submitted by the respondent has been referred to above.

22. By an application dated 20 August 2025 the applicant sought permission to provide evidence from New Zealand where she now lives. Individuals in New Zealand can voluntarily give evidence by video link in UK civil, commercial and administrative tribunals, per the Government issued guidance on taking and giving evidence by video link from abroad, and the applicant was therefore given permission. The applicant joined by video and was represented by James Cairns from Justice for Tenants. The respondent did not attend.

The evidence

23. In oral evidence the applicant confirmed that her brother, as her guarantor, paid the monthly rent of £850 which was confirmed by the bank statements in the bundle. The rent did not include utilities or council tax which was paid by the tenants, each paying a fifth. The applicant also confirmed that she moved into a new tenancy on 14 March 2024 but that her brother had paid the rent to cover the period until 10/04/2024.

24. In relation to occupancy of the property, the applicant told the Tribunal that the tenants of the property were Dana, James, Manuel and Tom all of whom occupied separate rooms in the property and all of whom were already living there when she moved in. The only tenant to move out prior to the applicant was James, and his room was occupied immediately or almost immediately by a replacement tenant. The applicant was not able to provide details of the date that James moved out, or the date that the replacement tenant moved in. She herself had been absent from the property for some two months for medical treatment.

25. The applicant described there being two access points to the property. There was access from the front of the house to the front door, which she accessed only when she first arrived at the property. The rest of the time she accessed the property from the rear door leading directly into the kitchen. The applicant's room was accessed by a door directly from the kitchen. The applicant's room was the garage that had been converted into the 5th bedroom which could only be accessed from the kitchen. The door from the kitchen to the applicant's bedroom was not a fire door. Nor did it have a handle. There was a hole in the door where the handle should have been. When this was reported to the respondent's agent, his response had been: do you really need a handle? There was a lock on the door to the bedroom, but only from the kitchen side, such that someone could have locked the applicant into her room, but there was no lock from the bedroom side, such that she was not afforded any security once she was in her room. In case of an emergency, she could have escaped from the room via the patio doors installed in place of the garage door when the conversion had been carried out. There were no smoke alarms in either her room or the kitchen. The only smoke alarms the applicant could recall were on the 1st floor landing outside the additional WC, and on the 3rd floor landing outside the bathroom.

26. There were insufficient sockets in the kitchen, such that the electrical socket was overloaded and on one occasion melted. The linoleum flooring in the kitchen was disintegrating and underneath showed signs of mould.

27. On one occasion the shower had required remedial works, and was out of working order for 24 hours. The landlord had not provided advance warning. When this was raised by the applicant to the agent, the agent's response was dismissive and the applicant found the tone in the messages to be dismissive and suggestive that if she didn't like the way things were done, she could make her choice. She considered this a threat to her tenancy.

28. In the period after the applicant moved into the property, the debris from the works to convert the garage into the 5th bedroom remained outside the applicant's bedroom. She asked on several occasions for this to be removed. Only after several months was this removed, in part by the landlord's agent, and in part by the tenants themselves.

29. During the period of the applicant's occupation, she attempted to make a claim to UC to include housing assistance. Although she received a personal allowance, UC refused to pay housing costs because they required

further documentation from the respondent which the landlord failed to provide.

FINDINGS

30. The Tribunal finds that the applicant occupied the property as her main residence from 10/05/2023 until 13/03/2024: 9 months and 4 days at a monthly rent of £850 (daily rate of £27.94)

31. The Tribunal finds beyond a reasonable doubt that the respondent landlord is in breach of the licensing requirement for the property for the period 10/05/2023 until 13/03/2024.

32. It is unclear whether the submissions from the respondent as to her caring responsibilities are made as a reasonable excuse defence, but if they are, they are not accepted by the Tribunal as such, given that the evidence demonstrates that the respondent did originally attempt to start an application as early as October 2019, she was fully aware of the various licensing schemes and provided no evidence to the Council or to the Tribunal to support her defence further.

33. The Tribunal find that the amount of net rent paid by the applicant for the period was £7,761.76

34. Therefore, the only further issue for determination by the Tribunal is the amount of the RRO.

35. In determining the amount, the Tribunal must have regard to the conduct of both landlord and tenant, the landlord's financial circumstances and whether the landlord has been prosecuted.

36. There is no evidence to demonstrate that the landlord has been prosecuted.

37. Although the respondent has an agent collecting the rent and being the point of contact for the tenants, the Tribunal found that was insufficient to make a finding that the respondent is a professional landlord.

38. There is no evidence to suggest anything other than good tenant like behaviour on behalf of the applicant.

39. The Tribunal finds that the respondent demonstrated less than perfect conduct by:

- (i) Failing to apply at the start of the tenancy for a mandatory licence, and continuing to fail to correctly licence the property throughout the period of occupation, this despite the clear knowledge of the

respondent of the licencing scheme, evidenced by her attempts to licence in October 2019, but failing to complete, and her attempt in October 2024, but failing to complete;

- (ii) Failing to remove debris outside the applicant's only emergency access from her room, and not considering the consequences of such lack of action;
- (iii) Failing to provide the applicant with the requisite documentation to allow her to seek assistance from UC for housing costs when required by her due to poor health;
- (iv) Failure to provide accommodation that complied with fire safety regulations. In particular, the only access to the fifth bedroom from the main house being directly from the kitchen, by way of a non-fire door, without a handle, with a hole in the door where the handle should have been, with a locking mechanism only from the kitchen side of the door;
- (v) Failing to provide notice that the shower would be unavailable for 24 hours;
- (vi) In response to her enquiry about such lack of notification, telling the tenant that she was a problem, and should consider her position

40. The respondent makes no submission in relation to her financial circumstances and no deduction is made in that regard.

41. The Tribunal keeps in mind that a RRO is meant to be a penalty against a landlord who does not comply with the law. It is a serious offence which could lead to criminal proceedings. Taking these matters into account and having had regard to the principles set out in *Acheampong v Roman* [2022] UKUT 239 (LC) at paragraphs 8-21.

- a. The rent paid by applicant for the period from 10/05/2023 to 13/03/2024 was £7,761.76
- b. Utilities (Electric and Water) and Council Tax were not included in the rent and were paid by the tenants themselves. No deductions are made in that regard.
- c. The respondent is not a professional landlord. However, she has demonstrated that she is aware of the licensing scheme and nevertheless failed to correctly licence the property. She originally made an attempt at an application for an additional licence in October 2019 but did not progress that application. Her next attempt at a licence was in October 2024 when she applied for a mandatory licence, but by 26/11/2025 this had not been progressed by her and the property remains unlicenced.
- d. The respondent has not been prosecuted and there is no evidence before the Tribunal of any previous convictions.
- e. Considering the cases cited in paragraph 16 of the *Acheampong* case cited above, the Tribunal consider that the

starting point in this case is 75% because the evidence supporting the Applicant's claim that the property was not safe.

- f. The Tribunal finds there to be aggravating features to support a higher award against the respondent. This is particularly in relation to the fire safety breaches relating to the applicant's bedroom because (i) it was accessed via a non-fire door directly from the kitchen, with a door without a handle which had a hole in it; (ii) without smoke alarms in the kitchen or the applicant's bedroom; and (iii) allowing debris to remain outside what would have been the applicant's emergency exit from her room. Therefore the respondent's offence was found to be higher level of seriousness. The Tribunal therefore consider that 80% of the net rent for the period is repayable. Accordingly, we find £6,209.40 to be paid within 28 days of this order.

42. The Respondent is also ordered to repay to the Applicant the sum of £337.00 being the tribunal fees paid by them in relation to this application.

Name: Judge D. Bandler **Date:** 9 December 2025

ANNEX - RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

Appendix of relevant legislation

Housing Act 2004

Section 72 Offences in relation to licensing of HMOs

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

(2) A person commits an offence if–

(a) he is a person having control of or managing an HMO which is licensed under this Part,

(b) he knowingly permits another person to occupy the house, and

(c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if–

(a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and

(b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time–

(a) a notification had been duly given in respect of the house under section 62(1), or

(b) an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse–

(a) for having control of or managing the house in the circumstances mentioned in subsection (1), or

(b) for permitting the person to occupy the house, or

(c) for failing to comply with the condition,

as the case may be.

(6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.

(7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.

(8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—

(a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or

(b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.

(9) The conditions are—

(a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or

(b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.

(10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—

- (a) repay an amount of rent paid by a tenant, or
- (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.

(3) A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

Act	section	general description of offence
1 Criminal Law Act 1977	section 6(1)	violence for securing entry
2 Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3 Housing Act 2004	section 30(1)	failure to comply with improvement notice
4	section 32(1)	failure to comply with prohibition order etc
5	section 72(1)	control or management of unlicensed HMO
6	section 95(1)	control or management of unlicensed house
7 This Act	section 21	breach of banning order

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for rent repayment order

(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if—

- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
- (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

(3) A local housing authority may apply for a rent repayment order only if—

- (a) the offence relates to housing in the authority's area, and
- (b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 43 Making of rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
 - (a) section 44 (where the application is made by a tenant);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	a period, not exceeding 12 months, during which the landlord was committing the offence

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed—
 - (a) the rent paid in respect of that period, less
 - (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
- (4) In determining the amount the tribunal must, in particular, take into account—
 - (a) the conduct of the landlord and the tenant,
 - (b) the financial circumstances of the landlord, and
 - (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

